

**UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT**

Deborah S. Hunt  
Clerk

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Filed: August 10, 2020

Mr. David Habenstreit  
National Labor Relations Board  
Appellate and Supreme Court Litigation Branch  
1015 Half Street, S.E.  
Washington, DC 20570

Law-Den Nursing Home, Inc.  
Law-Den Nursing Home  
Attn: Todd Johnson  
18551 San Diego Boulevard  
Lathrup Village, MI 48076

Re: Case No. 20-1444, *NLRB v. Law-Den Nursing Home*  
Originating Case No. : 07-CA-233610

Dear Counsel,

The Court issued the enclosed Order today in this case.

Sincerely yours,

s/Karen S. Fultz  
Case Manager  
Direct Dial No. 513-564-7036

cc: Ms. Terry A. Morgan

Enclosure

Mandate to issue

No. 20-1444

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT

**FILED**  
Aug 10, 2020  
DEBORAH S. HUNT, Clerk

NATIONAL LABOR RELATIONS BOARD, )

Petitioner, )

v. )

LAW-DEN NURSING HOME, Inc., )

Respondent. )

J U D G M E N T

Before: ROGERS, NALBANDIAN, and MURPHY, Circuit Judges.

The National Labor Relations Board (the “Board”) seeks summary enforcement of its October 16, 2019, and March 17, 2020 Orders in Case No. 07-CA-233610 against Respondent Law-Den Nursing Home, Inc. The Respondent has not responded to the application for summary enforcement.

Upon review of the materials submitted, it is **ORDERED** and **ADJUDGED** that the Board’s October 16, 2019, and March 17, 2020 Orders in Case No. 07-CA-233610 are hereby **ENFORCED**, and Respondent Law-Den Nursing Home, Inc., its officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth therein. (*See* attached Order and Appendix).

It is further **ORDERED AND ADJUDGED** that Law-Den Nursing Home, Inc., its officers, agents, successors, and assigns, shall, as described in the Board’s March 17, 2020 Order, make whole the individuals named below by paying them the amounts following their names, plus interest accrued to the date of payment as prescribed in *New Horizons for the Retarded*, 283 NLRB

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1173 (1987), compounded daily as prescribed in *Jackson Hospital Corp.*, 356 NLRB 6 (2010), minus tax withholdings required by Federal and State laws.<sup>1</sup>

Karen Alexander	\$1,706.80
Pearl Bell	\$1,204.80
Stephanie Brooks	\$2,208.80
Donniea Buck	\$1,204.80
Jeaneen Burks	\$1,204.80
Angela Carey	\$1,204.80
Catlin McEntire	\$2,208.80
Ebony Christian	\$1,204.80
Keyonna Denham	\$1,204.80
Eddrienna Franklin	\$1,204.80
Kenya Greene	\$2,208.80
Brian Haynes	\$1,204.80
Kettana Hicks	\$2,710.80
Isobo Ikiiriko	\$1,204.80
Antonette Jackson	\$1,204.80
Eula Jackson	\$2,710.80
Emmanuel Jones	\$1,204.80
Valery Lisbon	\$1,204.80
Joyce McCroy	\$2,710.80
Cassandra McIlwain	\$1,204.80
David Mixon	\$1,204.80
Loleather Newson	\$2,710.80
Christopher Oneal	\$1,204.80
Sherie Osakwe	\$1,204.80

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<sup>1</sup> These amounts do not yet include any excess tax liability. As set forth in the compliance specification, the Respondent is also liable for the adverse tax consequences for any employee receiving a lump-sum backpay award. These amounts may be updated to reflect the actual date of payment. Any adverse tax consequences shall be reported in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB 143 (2016); *Don Chavas, LLC*, 361 NLRB 101 (2014).

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Dorothy Randolph	\$1,706.80
Tiffany Richardson	\$1,204.80
Darrell Shipp	\$1,706.80
Constance Showers	\$1,706.80
Deborah Smith	\$200.80
Miriah Smith	\$1,204.80
Michelle Smith	\$1,204.80
Paris Taylor	\$1,204.80
Angela Toney	\$1,204.80
Elijah Troupe	\$1,204.80
Shanta Tyler	\$1,204.80
Brianna Williams	\$1,204.80
Dameka Williams	\$1,706.80
Sherry Williams	\$1,706.80
<u>Tanisha Williams</u>	<u>\$1,204.80</u>
Total Backpay Due	\$58,031.20

ENTERED BY ORDER OF THE COURT



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Deborah S. Hunt, Clerk

## NATIONAL LABOR RELATIONS BOARD

v.

LAW-DEN NURSING HOME, INC.

**ORDER**

Law-Den Nursing Home, Inc., Detroit, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with SEIU Healthcare Michigan (the Union) as the exclusive collective-bargaining representative of employees in the following unit by failing to continue in effect the terms and conditions of the agreement reached on November 28, 2018, to pay unit employees their accrued vacation pay and accrued sick pay:

All full-time and regular part-time cooks, maintenance employees, medical attendants, laundry attendants and food service workers employed at the Respondent's facility located at 1640 Webb, Detroit, Michigan, but excluding guards and supervisors as defined by the Act, and all other employees.

- (b) Refusing to bargain collectively and in good faith with the Union by failing and refusing to furnish it with requested information that is necessary and relevant to the Union's performance of its functions as the exclusive collective-bargaining representative of the Respondent's unit employees.
- (c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) Honor and comply with the terms and conditions of the November 28, 2018 agreement, and rescind any and all changes to unit employees' terms and conditions of employment that the Respondent implemented by not applying that agreement to unit employees.

- (b) Make unit employees whole for any loss of earnings or other benefits, including by payment to employees of their accrued vacation pay and accrued sick pay, suffered as a result of the Respondent's failure to abide by and apply to unit employees the terms of the November 28, 2018 agreement, in the manner set forth in the remedy section of this decision.
- (c) Furnish to the Union in a timely manner the information it requested by certified mail and email since about November 16, 2018.
- (d) Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 7, within 21 days of the date the amount of backpay pay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.
- (e) Preserve and, within 14 days of a request or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order. If requested, the originals of such records shall be provided to the Board or its agents in the same manner.
- (f) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix," to the Union and to all unit employees who were employed by the Respondent at any time since November 16, 2018. In addition to the physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.
- (g) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

## **APPENDIX**

### **NOTICE TO EMPLOYEES**

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES  
COURT OF APPEALS ENFORCING AN ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

#### **FEDERAL LAW GIVES YOU THE RIGHT TO**

Form, join or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with SEIU Healthcare Michigan (the Union) as the exclusive collective-bargaining representative of our employees in the following unit by failing to continue in effect the terms and conditions of the agreement reached on November 28, 2018, to pay your accrued vacation pay and accrued sick pay:

All full-time and regular part-time cooks, maintenance employees, medical attendants, laundry attendants and food service workers employed at our facility located at 1640 Webb, Detroit, Michigan, but excluding guards and supervisors as defined by the Act, and all other employees.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is necessary and relevant to the performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL honor and comply with the terms and conditions of the November 28, 2018 agreement.

WE WILL make you whole for any loss of earnings and other benefits, including by payment to you of your accrued vacation pay and accrued sick pay, suffered as

a result of our unlawful failure to abide by and apply to you the terms of the November 28, 2018 agreement, plus interest.

WE WILL furnish to the Union in a timely manner the information it requested by certified mail and email since about November 16, 2018.

WE WILL compensate you for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for each employee.

LAW-DEN NURSING HOME, INC.

The Board's decision can be found at [www.nlrb.gov/case/07-CA-233610](http://www.nlrb.gov/case/07-CA-233610) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

